



CITY COUNCIL

AGENDA REQUEST

AGENDA OF:	9/4/07	AGENDA REQUEST NO:	IV E
INITIATED BY:	ROSS WOODFIN, CAPITAL PROJECTS MANAGER	RESPONSIBLE DEPARTMENT:	PUBLIC WORKS
PRESENTED BY:	MIKE HOBBS, DIRECTOR OF PUBLIC WORKS	DEPARTMENT HEAD:	MIKE HOBBS, DIRECTOR OF PUBLIC WORKS <i>mh</i>
		ADDITIONAL DEPARTMENT HEAD (S):	N/A
SUBJECT / PROCEEDING:	SUGAR LAND MEMORIAL PARK ELECTRICAL SERVICE EXTENSION GRANT EASEMENT AND AUTHORIZE PAYMENT OF INSTALLATION FEE AUTHORIZE BUDGET ADJUSTMENT IN THE AMOUNT OF \$146,286.00		
EXHIBITS:	AERIAL EXHIBIT CENTERPOINT FACILITIES EXTENSION AGREEMENT EASEMENT DOCUMENT		
CLEARANCES		APPROVAL	
LEGAL:	EUGENIA CANO ASSISTANT CITY ATTORNEY <i>EC</i>	EXECUTIVE DIRECTOR:	N/A
PURCHASING:	JENNIFER MONTGOMERY <i>Jm</i> PURCHASING MANAGER	ASST. CITY MANAGER:	KAREN GLYNN <i>Kg</i>
BUDGET:	JENNIFER BROWN <i>JB</i> ASSISTANT FISCAL SERVICES DIRECTOR	CITY MANAGER:	ALLEN BOGARD <i>Kg</i> /FOR AB
BUDGET			
EXPENDITURE REQUIRED: \$		146,286.00	
AMOUNT BUDGETED/REALLOCATION: \$		NONE	
ADDITIONAL APPROPRIATION: \$		146,286.00	
RECOMMENDED ACTION			
Public Works staff is requesting that City Council approve the CenterPoint Facilities Extension Agreement and associated fee, approve a budget adjustment in the amount of \$146,286.00 and authorize the City Manager to execute the required easement.			

EXECUTIVE SUMMARY

The Public Works Department has been working with Center Point Energy to extend electric service to Sugar Land Memorial Park. In addition power is needed for the Recreation Center and for illumination on University Boulevard. This has also been evaluated in providing electric service to the area of Tract 5 as a whole.

CenterPoint Energy has requested that the City grant an easement and make payment of the installation fee for the costs associated with extension of electric service to Phase I of the Park. The easement requested is a standard 10 foot easement for overhead electric power. The proposed easement will connect to an existing overhead power source along the northbound frontage road of US 59 at the extreme northeast boundary of the park property. The easement and overhead power line would then follow the northern park boundary approximately 8,441 feet south/southeast terminating at a connection point 400 feet north of the rest room building currently under construction. The power source will then be available to serve the planned future projects in the vicinity including the development of Telfair Tract Five.

Per policy, CenterPoint Energy requires customers to pay for facilities service extensions beyond 1,000 feet. The total for the proposed installation excluding the allowance is \$146,286.00. Funding for payment of the fee is available from year-to-date interest earned on 2006 general obligation bond funds and will be allocated in the following amounts for each specific project utilizing the new service:

PK0304 - Brazos River Corridor - \$46,286.00

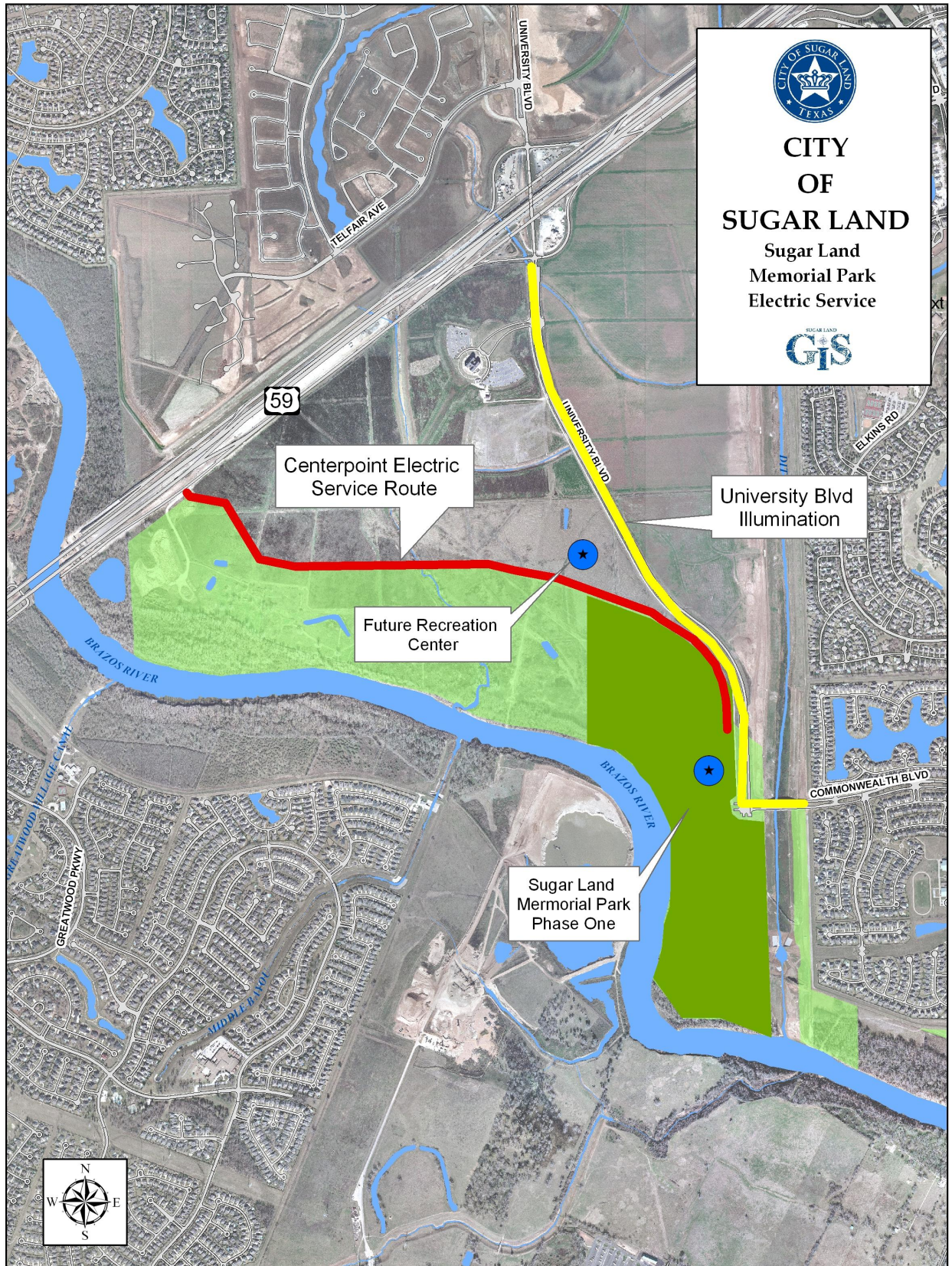
PK0403 - Recreation Center - \$50,000.00

ST0806 – University Blvd. Illumination - \$50,000.00

In addition, we would anticipate some participation/reimbursement by Telfair as their development progresses to this area.

Staff recommends that City Council approve the request and authorize the City Manager to approve the agreement and execute the required easement documents. A budget adjustment of \$146,286.00 is requested to appropriate funding from interest earnings.

EXHIBITS



CITY OF SUGAR LAND

Sugar Land
Memorial Park
Electric Service



59

Centerpoint Electric
Service Route

UNIVERSITY BLVD

University Blvd
Illumination

Future Recreation
Center

Sugar Land
Memorial Park
Phase One

COMMONWEALTH BLVD



CenterPoint Energy Houston Electric, LLC
Applicable: Entire Service Area

CNP 8038

6.3 AGREEMENTS AND FORMS

6.3.1 FACILITIES EXTENSION AGREEMENT

This Facilities Extension Agreement is entered into by and between CITY OF SUGAR LAND, herein called "Retail Customer" and CenterPoint Energy Houston Electric, LLC, herein called "Company" (hereinafter referred to as Agreement) for the construction, extension, installation, modification, repair, upgrade, conversion, relocation, de-energization or removal of Company's Delivery System, including temporary facilities (hereinafter referred to as facilities extension or extension), as described herein.

This Agreement covers the facilities extension to Retail Customer location at 15300 UNIVERSITY BLVD-BRAZOS PARK

The Company agrees to accept payment of \$146,286.00 Dollars to be paid by the Retail Customer, as a Non-Refundable Construction Payment in connection with the Retail Customer request to extend Company facilities to the above described location as follows: ONE HUNDRED FORTY SIX THOUSAND TWO HUNDRED EIGHTY SIX DOLLARS.
8,441' OVERHEAD ELECTRIC POLE LINE EXCLUDING FREE ALLOWANCE INCLUDING PREMIUM CONSTRUCTION COST

In consideration of said Non-Refundable Payment, to be paid to Company by Retail Customer prior to commencement of construction, Company agrees to install and operate lines and equipment necessary to distribute electric service to the identified location under the following General Conditions:

- Company shall at all times have title to and complete ownership and control over facilities installed by Company.
- Retail Customer must make satisfactory payment arrangements (if payment is required to extend Company facilities) and sign and return this Agreement before Company can proceed with the requested extension.
- Extension of service facilities is contingent on acquisition of all necessary easements and rights of way

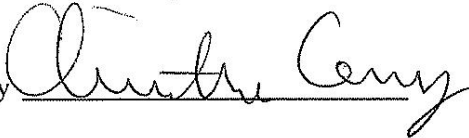
CenterPoint Energy Houston Electric, LLC
Applicable: Entire Service Area

CNP 8038

Nothing herein contained within this Agreement shall be construed as a waiver or relinquishment by Company of any right that it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereafter for any other reason or cause stated in Company's Tariff.

This Agreement shall not be binding upon Company unless and until it is signed by an authorized representative of the Company.

CenterPoint Energy Houston Electric, LLC

By CHRISTINE CERNY
(name printed or typed)Title SR SERVICE CONSULTANTDate 08-10-2007_____
Retail Customer

By _____

(name printed or typed)

Title _____

Date _____

EXPIRATION DATE ATTACHMENT

This addendum is attached to a/an FEA
agreement, for work or service to be performed at the following location:
15300 UNIVERSITY BLVD.

The estimate of costs provided by CenterPoint Energy on the parent document is valid for a period of one year from the date the agreement is signed by an authorized agent of the Company. After expiration of the one year period, a new cost estimate must be prepared and a new agreement, as to the cost and scope of the work to be performed by the Company, must be reached between the parties before the Company is obligated to proceed with the work under this agreement.

Job 41691814A-1
Map 4749C
S/C Sugarland

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EASEMENT

STATE OF TEXAS }
COUNTY OF FORT BEND} KNOW ALL PERSONS BY THESE PRESENTS:

THAT, The City of Sugar Land, Texas, a municipal corporation, herein called Grantor, whether one or more, for and in consideration of the sum of ONE DOLLAR (\$1.00) CASH to Grantor paid by CenterPoint Energy Houston Electric, LLC, herein called Grantee, whose principal address is P. O. Box 1700, Houston, Texas 77251-1700, has **GRANTED, SOLD AND CONVEYED** and by these presents, does **GRANT, SELL AND CONVEY** unto said Grantee, its successors and assigns, all or in part, an easement (hereinafter referred to as the "Easement Area", whether one or more) for electric distribution and communication facilities (hereinafter referred to as "Facilities") consisting of a variable number of wires and cables and all necessary and desirable equipment and appurtenances, including, but not limited to, towers or poles made of wood, metal or other materials, props and guys, located on, under, over, and across the following described lands, to wit:

Job 41691814A-1
Map 4749C
S/C Sugarland

Those certain tracts of land containing 296.9471 acres and 121.8529 acres out of the Miles M. Battle League, Abstract 9 and the Alexander Hodges League, Abstract 32, Fort Bend County, Texas, being the same property described as Tract 5, Part 7 and Tract 5, Part 8, respectively, on Exhibit "A" in a deed from The State of Texas to The City of Sugar Land, Texas, dated February 10, 1998 and filed for record under County Clerk's File 9823683 of the Official Public Records of Fort Bend County, Texas.

The Easement Area herein granted is described as follows:

1. An easement ten (10) feet wide, the location of the centerline of which is shown by the dot-dash symbol on Sketch Nos. 07-463, 07-463A, 07-463B, 07-463C and 07-463D, hereto attached and made parts hereof, together with unobstructed aerial easements ten (10) feet wide, beginning at a plane sixteen (16) feet above the ground and extending upward, located on both sides of and adjoining said ten (10) foot wide easement.
2. Easements three (3) feet wide and eleven (11) feet long, for Grantee's guy easement purposes, the locations of the centerlines of which are shown by the guy symbols on said attached sketches.

Grantor or its successors or assigns shall observe and exercise all notification laws as per the Underground Facility Damage Prevention and Safety Act, also known as "ONE CALL" & "CALL BEFORE YOU DIG", when working in or near the Easement Area.

To the extent that such Laws and Codes apply to Grantor, it's successors or assigns, Grantor or its successors or assigns shall observe all safety codes and laws which apply to working along, within and or near the Easement Area and Facilities during construction activities and safe clearance from such Facilities, including O.S.H.A., Chapter 752 of the Texas Health and Safety Code, the National Electric Code, and the National Electrical Safety Code. Grantor, its successors or assigns, is hereby obligated to place National Electrical Safety Code notices into Community Deed Restrictions when Easement Area falls within Residential Developments.

Notwithstanding the description of the Easement Area set forth in the exhibits, the parties intend that the Easement Area granted herein shall run to the edge of Grantor's property so that the exteriors of all ground or aerial easements herein granted are to intersect with the exteriors of all adjoining easements and/or property lines without any gaps in the property granted.

Job 41691814A-1
Map 4749C
S/C Sugarland

Grantee shall also have reasonable rights of ingress and egress to and from said Easement Area, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said Facilities, together with the additional right to remove from said Easement Area and land immediately adjoining thereto, all bushes, trees and parts thereof, or other structures or improvements which are within, protrude, bisect, encroach or overhang into said Easement Area and which, in the sole opinion of Grantee, endanger or may interfere with the efficient, safe and proper operation, and maintenance of said Facilities.

TO HAVE AND TO HOLD the above described Easement Area, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors or assigns, forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described Easement Area and rights unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. In the event of a deficiency in title or actions taken by others which results in the relocation of Grantee's Facilities, the Grantor herein, its successors and assigns, will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities.

Job 41691814A-1
Map 4749C
S/C Sugarland

EXECUTED this _____ day of _____, 20____.

The City of Sugar Land, Texas, a municipal corporation

BY: _____
Signature

Name typed or printed

Title

STATE OF TEXAS }

COUNTY OF }

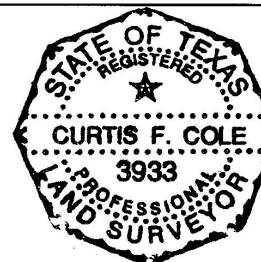
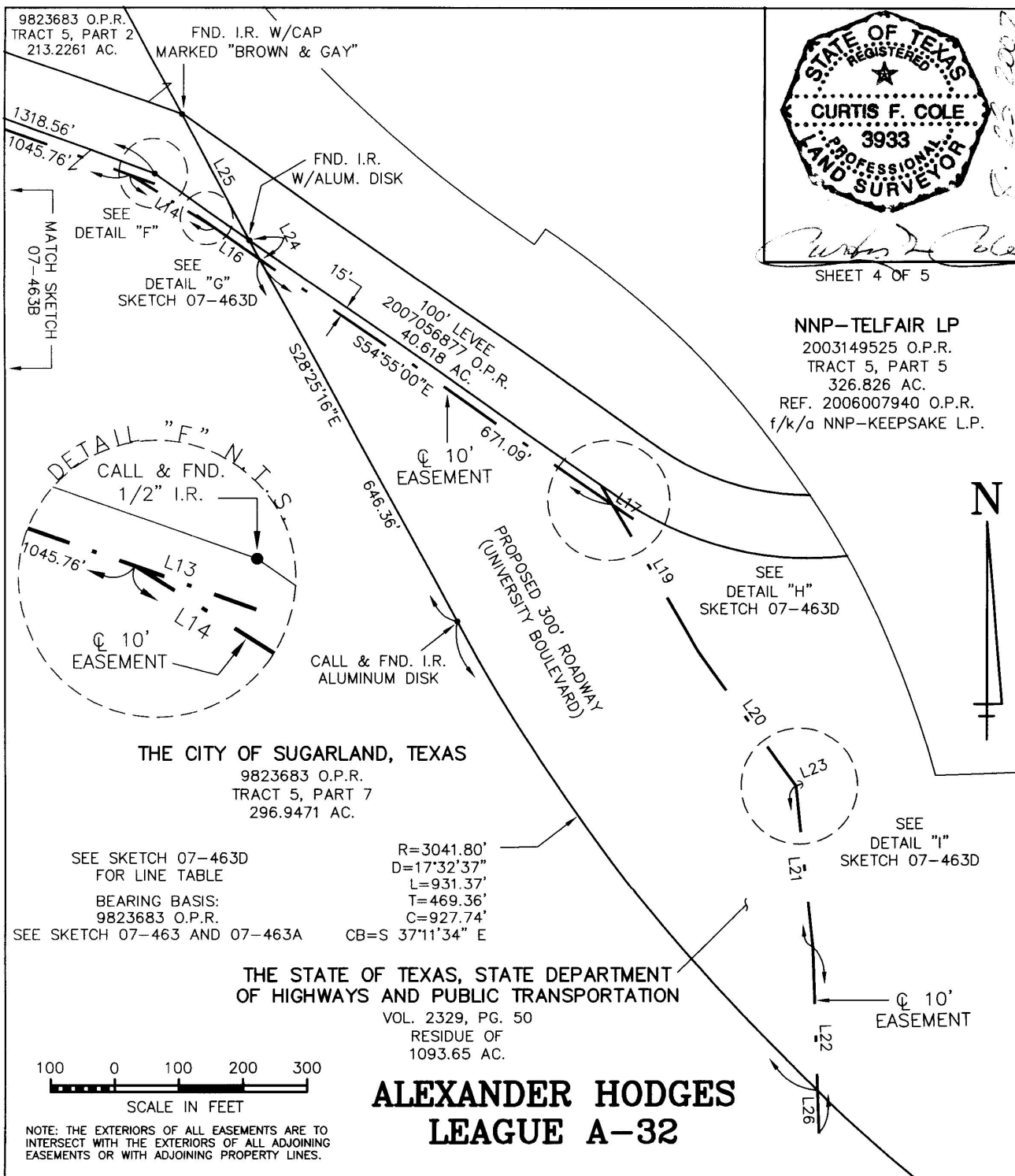
This instrument was acknowledged before me on _____, 20____, by
_____, _____ of The City of Sugar Land, Texas, a
municipal corporation, on behalf of said corporation.

Notary's Signature

Name typed or printed

Commission Expires

AFTER RECORDING RETURN TO:
SURVEYING & MAPPING
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
P. O. BOX 1700
HOUSTON, TX 77251-1700



SHEET 4 OF 5

NNP-TELFAIR LP

2003149525 O.P.R.

TRACT 5, PART 5

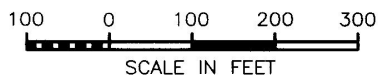
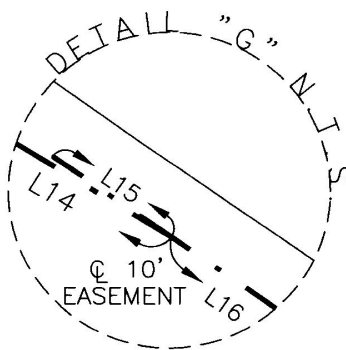
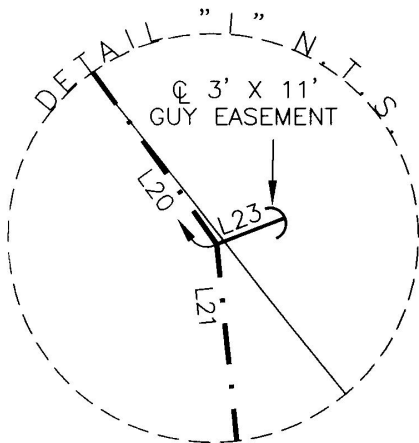
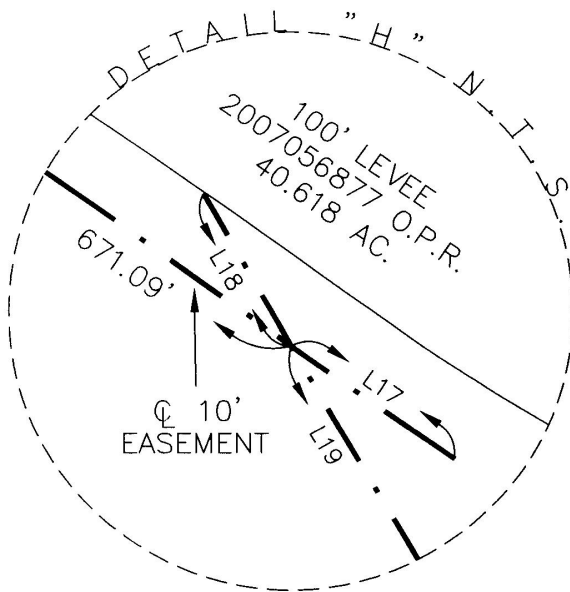
326.826 AC.

REF. 2006007940 O.P.R.

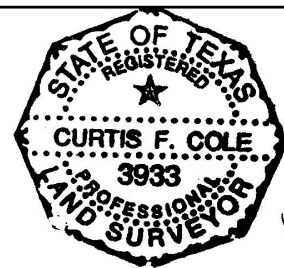
f/k/a NNP-KEEPSAKE L.P.



REV.1: JOB NO.	BY:	DATE:	REV.2: JOB NO.	BY:	DATE:
EASEMENT - UNOBSTRUCTED	LAST PLOT DATE: 08-23-2007				
COUNTY: FORT BEND	DRAWN BY: GDW				
DATE: AUGUST 23, 2007	MAP NO: 4749 C4				
SCALE: 1" = 200'	JOB NO: 41691814A				
FILE NO. - BOOK: 2007	CHECKED BY: CFC				
			CenterPoint Energy SURVEYING & RIGHT OF WAY P.O. Box 1700 Houston, TX 77251-1700 SKETCH NO. 07-463C		



NOTE: THE EXTERIORS OF ALL EASEMENTS ARE TO INTERSECT WITH THE EXTERIORS OF ALL ADJOINING EASEMENTS OR WITH ADJOINING PROPERTY LINES.



8.23.2007

SHEET 5 OF 5

LINE TABLE		
LINE	LENGTH	BEARING
L1	16.29	S33°07'33"W
L2	28.65	N79°49'48"W
L3	62.09	S53°16'21"E
L4	81.34	N42°53'21"W
L5	11.72	S79°49'48"E
L6	76.14	S55°43'39"E
L7	70.00	S88°11'17"E
L8	35.00	N89°02'49"E
L9	11.00	N02°10'38"E
L10	175.66	S84°41'33"E
L11	11.00	N08°26'16"E
L12	261.49	S71°04'53"E
L13	40.00	S70°18'29"E
L14	155.01	S58°09'11"E
L15	35.00	N54°55'00"W
L16	85.39	S54°55'00"E
L17	40.00	S54°55'00"E
L18	35.00	N30°11'52"W
L19	262.76	S30°11'52"E
L20	262.76	S35°41'19"E
L21	255.02	S05°56'41"E
L22	293.67	S01°52'05"E
L23	11.00	N69°10'59"E
L24	33.62	N28°25'16"W
L25	221.45	N28°25'16"W
L26	65.93	S01°52'05"E

REV.1: JOB NO.

BY:

DATE:

REV.2: JOB NO.

BY:

DATE:

EASEMENT — UNOBSTRUCTED

COUNTY: FORT BEND

DATE: AUGUST 23, 2007

SCALE: 1" = 200'

FILE NO. — BOOK: 2007

LAST PLOT DATE: 08-23-2007

DRAWN BY: GDW

MAP NO: 4749 C4

JOB NO: 41691814A

CHECKED BY: CFC

CenterPoint Energy

SURVEYING & RIGHT OF WAY
P.O. Box 1700 Houston, TX 77251-1700

SKETCH NO. 07-463D